

CONTRACT DOCUMENTS

**CITY OF LINCOLN,
LANCASTER COUNTY, N E B R A S K A
and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**Flats Mail Preparation
State of Nebraska Contract Number 35624 O4**

**Contractor:
Mail Sort Professionals
4804 Superior Street
Lincoln, NE 68504**

**CITY OF LINCOLN, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION,
AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Mail Sort Professionals, 4804 Superior Street, Lincoln, NE 68504-1441** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and the Contractor, Contract Number 35624 O4, dated September 25, 2008, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide flat mail preparation for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 35624 O4, dated September 25, 2008 ; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 35624 O4, dated September 25, 2008 State of Nebraska for Flats Mail Preparation, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 35624 O4; dated September 25, 2008, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide flats mail preparation for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning July 15, 2009 through September 30, 2011.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
 - 2.2 If renewal of the contract for the additional term is not desirable by either one of the

- parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
- 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 35624 O4, dated September 25, 2008, except as provided in Attachment B. Attachment A explains the State Contract price as .271 based on the postage rate at the time of proposal. The actual pricing for this contract will be determined by the USPS rate with an \$.08 per flat savings available at all times to the Owners.
- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County,

Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln/Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln/Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:

8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.

8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:

- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver flats mail preparation.
- 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Mail Sort Professionals, Contract Number 35624 O4, dated September 25, 2008.

10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Clause for All City Contracts" attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln-Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.

The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Agreement
- 2. State of Nebraska, Contract Number 35624 O4, dated September 25, 2008
- 3. The Insurance Certificate
- 4. Attachment A
- 5. Attachment B

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

MAYOR

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska

Dated: _____

**EXECUTION BY LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING
COMMISSION**

Lincoln-Lancaster County Public Building
Commssion Attorney


Lincoln-Lancaster County Public Building
Commission

Dated: _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

 (SEAL)
Secretary NO SEAL AVAILABLE

IF OTHER TYPE OF ORGANIZATION:

MAIL SORT PROFESSIONAL INC
Name of Corporation

4804 SUPERIOR ST
(Address)

By: 
Duly Authorized Official

SECRETARY
Legal Title of Official

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member



4804 Superior St.
Lincoln, NE 68504-1441

City County
575 s 10th St.
Lincoln NE 68508

MSP proposes to process all letters for: City of Lincoln, Lancaster County, Nebraska and Lincoln/ Lancaster County Public Building Commission for free, provided the presort rate is used for postage. No bill will be received for presort service on letters processed. This also includes any training needed due to Postal Regulation changes and any additional preparation needed by MSP. This will all be a free service.

Darrin Green
VP Sales & Customer Service
MSP
402-430-6202



4804 Superior St.
Lincoln, NE 68504-1441

City of Lincoln and Lancaster County
575 S 10th
Lincoln NE 685058

MSP agrees to process flats at a savings of \$.08 cents per flat. This amount will remain consistent throughout the period of the contract regardless of the rate changes that may come into effect during the contract period. The amount of \$.271 was used as an example, based upon the rate case change prior to May 11, 2009. The amount you are billed back will reflect the \$.08 savings, and all reject fees will be paid for by MSP.

Darrin Green
VP Sales & Customer Service
MSP
402-430-6202

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL
FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP Number 2566Z1	July 21, 2008
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 13, 2008; 2:00 p.m. Central Time	Mary Lanning

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services, Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2566Z1 for the purpose of selecting a qualified contractor to provide "Flats" Mail Preparation.

Written questions are due no later than July 30, 2008, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) Original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the Original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in State Purchasing by the date and time of proposal opening indicated above. NO late proposals will be accepted. NO fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with your proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/>

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that they maintain a drug free work place environment.

FIRM: MAIL SORT PROFESSIONALS

COMPLETE ADDRESS: 4804 SUPERIOR ST. LINCOLN NEBRASKA 68504

TELEPHONE NUMBER: 402-465-8710 FAX NUMBER: 402-465-8710

SIGNATURE: Andrew J. Adcock DATE: AUGUST 13, 2008

TYPED NAME & TITLE OF SIGNER: Andrew Adcock President

Mail Sort Professionals

4804 Superior St
Lincoln, NE 68504

Date	
8/12/2008	RFP#2566Z1

Name / Address
State of Nebraska State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508

Project

Description	Rate
<p>Contractual services to provide "flat" mail preparation, presorting service and postnet bar coding for State of Nebraska RFP Number 2566Z1.</p> <p>This is a fixed, per piece price. The State of Nebraska will meter flat sized mail at the 3 digit automated rate. The State will then be billed back .271 per piece. This price equals a .08 savings per piece from full rate.</p> <p>A waiver of subrogation in favor of the State will be added to appropriate insurance documents if MSP is awarded this contract.</p> <p>If required, a performance bond in the amount of \$10,000 will be provided prior to commencement of work.</p> <p>A disaster recovery plan will be made available upon request.</p>	0.271

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**FORM C
COST SHEET**

The proposal will be for contractual services to provide "flats" mail preparation, presorting services, postnet bar coding, required endorsements, i.e. Address Service Requested and any other similar services. **NO ADDITIONAL COSTS WILL BE ALLOWED.**

GROUPS	COST PER PIECE
"Flats" mail preparation, presorting services, postnet bar coding and any required endorsements.	.271

**FORM D
BIDDER CONTACT SHEET**

REQUEST FOR PROPOSAL NUMBER 2566Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State Purchasing Bureau if any clarifications of the bidder's response should become necessary. This will also be the person who the State Purchasing Bureau contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	MAIL SORT PROFESSIONALS
Bidder Address:	4804 SUPERIOR ST LINCOLN NE 68504
Contact Person & Title:	ANDREW ADLOCK PRESIDENT
E-mail Address:	andrew@mailsortprofessionals.com
Telephone Number (Office):	402-465-8710
Telephone Number (Cellular):	402-560-1310
Fax Number:	402-465-8710

Each bidder shall also designate a specific contact person who will be responsible for responding to the State Purchasing Bureau if any clarifications of the bidder's response should become necessary. This will also be the person who the State Purchasing contacts to set up a presentation/demonstration, if required.

Communication with the State Purchasing Bureau Contact Information	
Bidder Name:	MAIL SORT PROFESSIONALS
Bidder Address:	4804 SUPERIOR ST LINCOLN NE 68504
Contact Person & Title:	ANDREW ADLOCK PRESIDENT
E-mail Address:	andrew@mailsortprofessionals.com
Telephone Number (Office):	402-465-8710
Telephone Number (Cellular):	402-560-1310
Fax Number:	402-465-8710

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
35624 04

PAGE 1 OF 2	ORDER DATE 09/25/08
BUSINESS UNIT 65050011	BUYER MARY LANNING
VENDOR NUMBER: 1348264	
VENDOR ADDRESS: MAIL SORT PROFESSIONALS 4804 SUPERIOR ST LINCOLN NE 68504-1441	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 01, 2008 THROUGH SEPTEMBER 30, 2011

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2566 Z1

Contract to provide "Flats" Mail Preparation as per the attached specifications for a three (3) year period beginning October 1, 2008 through September 30, 2011. The contract may be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The contract shall incorporate the following previously submitted documents:



1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

PERFORMANCE BOND:

The selected Contractor will be required to supply a certified check or a bond executed by a corporation authorized to Contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the Contract to include any renewal and/or extension periods. This requirement will be satisfied by a bond renewable annually at the option of the surety; provided, however, that a declination of a renewal bond by the surety may be grounds for termination of the Contract. The amount of the certified check or bond must be \$10,000. The check or bond, will guarantee that the selected Contractor will faithfully perform all conditions of the Contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned been satisfactorily completed.

CONTACT: Andrew Adcock
PHONE: 402-465-8710
FAX: 402-465-8710

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	Flats Mail Preparation	1800000	EA	.2710	487,800.00


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

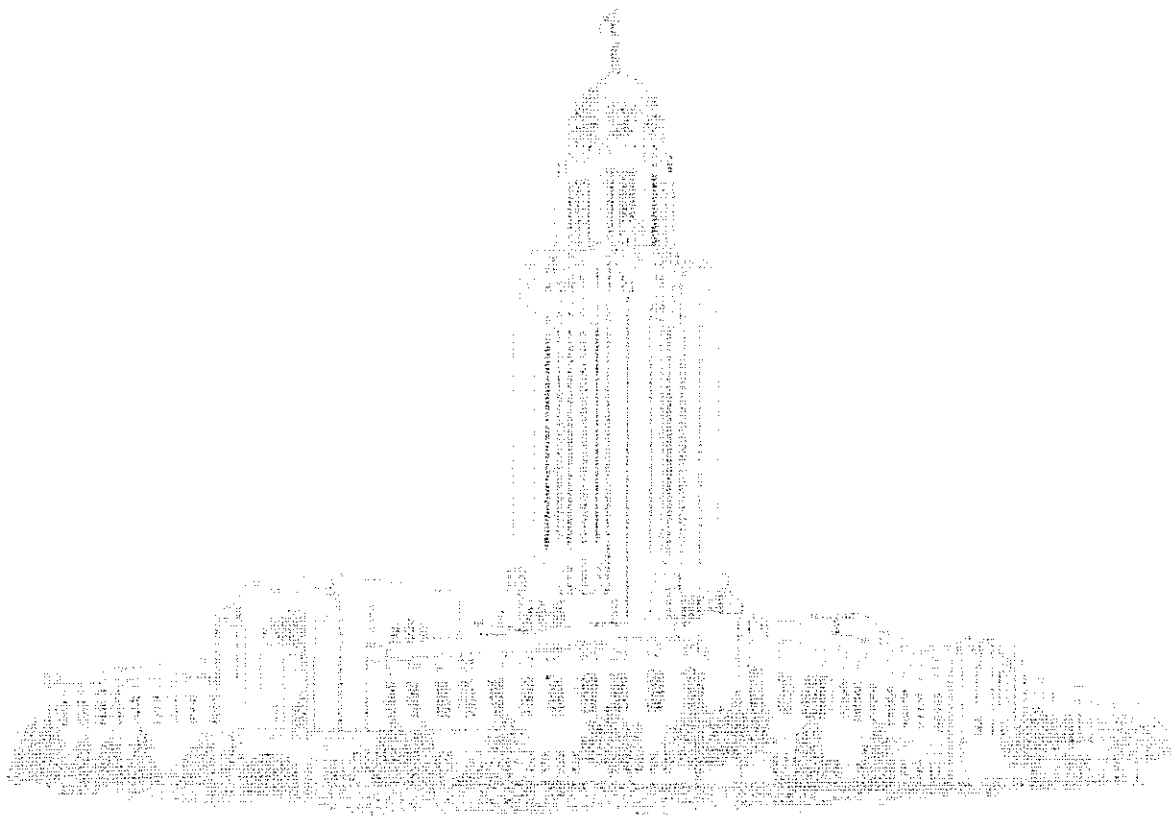
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
35624 04

PAGE 2 OF 2	ORDER DATE 09/25/08
BUSINESS UNIT 65050011	BUYER MARY LANNING
VENDOR NUMBER: 1348264	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
Total Order					487,800.00



Handwritten initials 'ML' in dark ink, positioned above a horizontal line.

BUYER INITIALS